

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. **ORGANIZATIONAL CONFLICTS OF INTEREST**
(NPS 1489.209-71) (APR 1984)

- A. The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- B. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award and did not disclose or misrepresent relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from contracting, or pursue such other remedies as may be permitted by law or this contract.
- D. The Contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

2. **CONSULTANT SERVICES AND CONSENT**
(NPS 1489-237-73) (APR 1984)

The Contractor shall obtain the consent of the Contracting Officer prior to using any consultant on this contract. The Contractor shall determine whether any consultant that is used has in effect an agreement with another Federal agency for similar or like services and, if so, shall notify the Contracting Officer.

3. **LIABILITY FOR LOSS OR DAMAGE**

The Contractor shall indemnify and save harmless the Government, its officers, agents, and employees against all actions, proceedings, claims, demands, cost, damage, and expenses, including attorney's fees by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property including the property furnished by the Government for use of the Contractor, if any, caused by the Contractor during the performance of the services contracted for herein.

4. **PAPERWORK REDUCTION ACT**
(NPS 1489.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management of Budget (OMB) final clearance was received.

5. **COST OF PROPOSAL PREPARATION**

This RFP does not commit the Government to pay any costs incurred for the preparation of proposals or for necessary studies or designs for the preparation thereof, nor to procure or contract for the articles or services described herein. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

6. **PERMITS IN COMPLIANCE WITH APPLICABLE LAWS**

In the performance of the contract, the Contractor shall comply with, and give all stipulations and representations required by, any applicable Federal, State, Municipal, or local law or Executive Order, or any applicable rules, orders, regulations, or requirements of any Government Department or Bureau; but nothing herein contained shall be considered as preventing the Contractor from contesting in good faith the validity of such law, rule, order, regulation, or requirement, or any change that the Contractor has not complied therewith. The Contractor, at his own expense, shall obtain and maintain the necessary permits, franchise, licenses, or other authorities (e.g., as those required by the Interstate Commerce Commission) required for lawfully performing the work required under this contract.

7. **NEWS RELEASES**

The Contractor shall not make news releases pertaining to the contract or production produced under this contract without prior written approval by the Contracting Officer.

8. **GSA SCHEDULE PRICING**

The contract price for any item or service under this contract, including those instituted by any contract modification, shall at no time exceed the price for the same item available on any GSA Schedule Contract. If at any time the contract price for an item or service, as set forth in Section B of this contract, exceeds the GSA Schedule Price for that item or service, the contract price shall be reestablished at the GSA Schedule Price. This Provision does not preclude the negotiation or re-negotiation of contract prices lower than GSA Schedule Prices.

9. **NEW AND/OR CHANGING TECHNOLOGY**

- A. The Contractor shall revise all production and multimedia standards during the course of this contract to reflect evolving standards and changing technology provided that there is no increase in cost to the Government.
- B. The Contractor shall offer, for the Government's consideration, items or systems of either hardware and/or software, where such items or systems represent advancement in the state-of-the-art or performance enhancements. If the Government determines it to be to its advantage, those items or systems may be incorporated in this contract.
- C. If the Contractor upgrades an item or system under this contract, or substitutes a new item or system with enhanced performance features for an item or system that is available under this contract, such item or system may be included in this contract in place of the existing item or system, provided that an improved ratio of performance versus price is attained.
- D. The Contractor shall notify the Contracting Officer of any changes that affect this contract promptly upon commercial announcement or availability of the change.